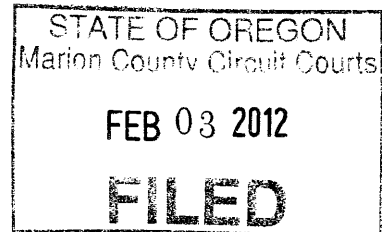


1 ENTERED
2 FEB 06 2012
3 Marion County Circuit Court
4



5 IN THE CIRCUIT COURT OF THE STATE OF OREGON
6 FOR THE COUNTY OF MARION

7 SUPERFLOORS, INC.,

8 Plaintiff,

9 vs.

10 MANAGEMENT GROUP OREGON, INC.;
11 CHARLES A. SIDES; A.L. MANNA
12 ENTERPRISES, LLC; US BANK N.A.;
13 BENNETT PEARSON ACADEMY, INC.;
14 PROBUILD COMPANY LLC; and ENCORE
15 DEVELOPMENT GROUP LLC,

16 Defendants.

Case No. 12C10885

NOTICE OF DISMISSAL

17 COMES NOW Plaintiff Superfloors, Inc., by and through its attorney Alan L. Mitchell,
18 and pursuant to ORCP 54A(1) notifies the court that the above-entitled proceeding is voluntarily
19 dismissed without prejudice and without fees or costs in favor of or against any party.
20 Defendants have not filed an appearance and no trial date has been set.

21 DATED this 2 day of February, 2012.

22 MITCHELL LAW OFFICE, LLC

23 Alan L. Mitchell, OSB #963650

24 alan@mitchell-lawoffice.com

Of Attorneys for Plaintiff

1
2 **ENTERED**

3 FEB 07 2012

4 #12



5
6
7
8 IN THE CIRCUIT COURT OF THE STATE OF OREGON
9 FOR THE COUNTY OF MARION

10 SUPERFLOORS, INC.,

11 Plaintiff,

12 vs.

13 MANAGEMENT GROUP OREGON, INC.;
14 CHARLES A. SIDES; A.L. MANNA
15 ENTERPRISES, LLC; US BANK, N.A.;
16 BENNETT PERSON ACADEMY, INC.;
PROBUILD COMPANY LLC; and ENCORE
DEVELOPMENT GROUP LLC,

17 Defendants.

Case No. 12C10885

GENERAL JUDGMENT

[Of Dismissal]

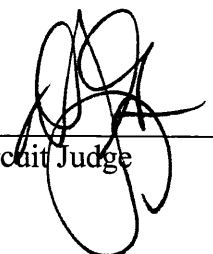
18 THIS MATTER having come before the court on Plaintiff Superfoors, Inc.'s Notice of
19 Dismissal of claims against all Defendants, the court having reviewed the file and being fully
20 advised that no defendant has filed an appearance or any counterclaims or cross-claims, and that
21 no trial date has been set,

22 ///

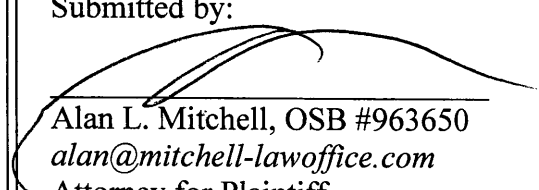
23 ///

1 NOW THEREFORE, IT IS ADJUDGED that this action is dismissed without prejudice
2 and without costs or attorney fees for or against any party.

3 DATED this 6 day of February, 2012.

4
5 
6 Circuit Judge

7
8 Submitted by:

9 
10 Alan L. Mitchell, OSB #963650
11 *alan@mitchell-lawoffice.com*
12 Attorney for Plaintiff
13 February 2, 2012
14
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STATE OF OREGON
Marion County Circuit Courts
JAN 23 2012
ENTERED

STATE OF OREGON
MARION COUNTY COURTS
JAN 19 2012
FILED

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MARION

SUPERFLOORS, INC.,

Plaintiff,

vs.

MANAGEMENT GROUP OREGON, INC.;
CHARLES A. SIDES; A.L. MANNA
ENTERPRISES, LLC; US BANK N.A.;
BENNETT PEARSON ACADEMY, INC.;
PROBUILD COMPANY LLC; and ENCORE
DEVELOPMENT GROUP LLC,

Defendants.

Case No. 12c10885

COMPLAINT

1. Construction Lien Foreclosure
(1687 Summer Street NE, Salem)
2. Upon Account
3. Quantum Meruit
4. Personal Guaranty

CLAIM OF \$18,521.31

NOT SUBJECT TO MANDATORY
ARBITRATION

ORS 21.160(1)(b)

For its First Claim for Relief:

FIRST COUNT

(Construction Lien Foreclosure)

1.

At all times material herein, plaintiff Superfloors, Inc. has been a Washington corporation doing business in Oregon ("Superfloors").

2.

At all times material herein, Management Group Oregon, Inc. has been an Oregon corporation ("Management Group").

3.

At all times material herein, Charles A. Sides has been an individual residing in Oregon.

4.

At all times material herein, A.L. Manna Enterprises, LLC has been an Oregon limited liability company with an interest in real property in Oregon.

5.

At all times material herein, US Bank NA has been a financial institution doing business in Oregon and with an interest in real property in Oregon.

6.

At all times material herein, Bennett Pearson Academy, Inc. has been an Oregon corporation and with an interest in real property in Oregon.

7.

At all times material herein, ProBuild Company LLC has been a Delaware limited liability company and with an interest in real property in Oregon.

8.

At all times material herein, Encore Development Group LLC has been an Oregon limited liability company and with an interest in real property in Oregon.

9.

At all times material herein, a certain improvement known as the commercial construction project sometimes known as the Bennett Pearson Academy project ("the

Improvement”) has been situated and was in the course of construction on the parcel of real property located at 1687 Summer Street NE, Salem, Marion County, Oregon and more fully described as set forth on Exhibit “1” attached hereto and incorporated herein (“the Property”). The entirety of the Property is necessary for the convenient use and occupancy of the Improvement.

10.

At all times material herein, A.L. Manna Enterprises, LLC has been the record owner or reputed owner of the Property and the Improvement. At all times material herein, said party had actual knowledge of the construction of the Improvement.

11.

At all times material herein, Management Group was the statutory construction agent of those defendants claiming an ownership interest in the Property and/or the Improvement for purposes of construction of the Improvement.

12.

In or about July of 2011, Management Group executed an application for credit with plaintiff (“the Agreement”) specifying the terms on which defendant Management Group could purchase construction labor and materials from plaintiff on credit. A copy of the Agreement is attached hereto as Exhibit “2” and is incorporated herein by this reference.

13.

In reliance upon the Agreement, plaintiff sold construction labor and materials to defendant Management Group on credit between July and August of 2011 in furtherance of the construction of the Improvement and for the benefit of the Improvement and the Property.

////

14.

After deduction of all payments and other just credits and offsets, the balance of the contract price and reasonable value for the labor and materials provided by Superfloors and used and incorporated in the construction of the Improvement is the principal sum of \$17,504.89, together with interest thereon at the rate of 18% per annum from January 13, 2012 until paid, together with \$1,016.42 as interest accrued prior to January 13, 2012. Said sum is now due and owing to Superfloors.

15.

Prior to and including the date of August 3, 2011, Superfloors fully performed all terms and conditions of the Agreement on its part to be performed. On August 3, 2011, Superfloors justifiably ceased providing labor and/or materials to the Improvement.

16.

On October 12, 2011, Superfloors filed with the recording officer of Marion County, Oregon, a Claim of Construction Lien ("the Lien"). The Lien was verified by the oath of a person having knowledge of the facts, and was recorded at Reel 3324, Page 273 of the Marion County Records. A copy of the Lien is attached hereto as Exhibit "3" and is incorporated herein by this reference.

17.

The Lien contains a true statement of its demand after deducting all just credits and offsets, the name of the owners or reputed owners of the Property and the Improvement, the name of the person to whom Superfloors furnished labor and/or materials, and a description of the Property sufficient for identification, including the address to the extent known to Superfloors.

18.

Prior to commencement of this action, Superfloors mailed a written notice to all necessary parties by certified mail with return receipt requested, informing said defendants that the Lien had been recorded and that, if the full amount claimed by the Lien was not paid after their receipt of that notice, Superfloors would commence legal action for foreclosure of the Lien. Superfloors is informed and believes and therefore alleges that each of the necessary parties received a counterpart of the notice more than ten days prior to the commencement of this action. Superfloors has complied with all applicable subsections of ORS 87.057.

19.

Superfloors is entitled to recover the sum of \$36.00 paid to Marion County, Oregon to record the Lien, plus the sum of \$200.00 paid for the title foreclosure guaranty necessary to institute this action.

20.

Pursuant to ORS 87.060, Superfloors is entitled to recover its reasonable attorney fees incurred in foreclosing the Lien.

21.

All defendants except Management Group and Charles A. Sides claim some right, title or interest in the Property and the Improvement. All of said interests are inferior and subordinate to the Liens, except that, to the extent such interests are valid construction lien claims, such interests have equal priority with the Lien

22.

Superfloors has no plain, speedy or adequate remedy at law.

* * * * *

1 For its Second Claim for Relief as to defendant Management Group only, Superfloors
2 alleges:

3 FIRST COUNT
4 (Upon Account)

5 23.

6 Superfloors incorporates herein by this reference the allegations of paragraphs 1 through
7 15 of its First Claim for Relief.

8 24.

9 Defendant Management Group is indebted to plaintiff in the sum of \$17,504.89, together
10 with interest thereon at the rate of 18% per annum from January 13, 2012 until paid, together
11 with \$1,016.42 as interest accrued prior to January 13, 2012, for the balance of account for the
12 sale of various construction labor and materials, together with the credits to which defendant
13 Management Group is entitled, leaving due and unpaid the above-mentioned sums.

14 25.

15 Defendant Management Group agreed to pay a service charge of 18% per annum on all
16 past due accounts. Defendant Management Group's account is past due and subject to said
17 service charges as heretofore set forth.

18 26.

19 Defendant Management Group agreed to pay plaintiff's reasonable attorney fees incurred
20 in the collection of said account. Plaintiff is entitled to its reasonable attorneys fee herein.

21 27.

22 Management Group has not paid said sums or any part thereof.

23 * * * * *

24 For an alternative statement of its Second Claim for Relief as to defendant Management

1 Group only, Superfloors alleges:

2 SECOND COUNT
3 (Quantum Meruit)

4 28.

5 Superfloors incorporates herein by this reference the allegations of paragraphs 1 through
6 15 of its First Claim for Relief.

7 29.

8 The labor and materials described above were actually used for the benefit of defendant
9 Management Group.

10 30.

11 The amount, type and quality of the labor and materials provided by Superfloors and used
12 in the construction of the Improvement were reasonable.

13 31.

14 The charge for said labor and materials, after deduction of all payments and other just
15 credits and offsets, if any, \$17,504.89, together with interest thereon at the rate of nine percent
16 (9%) per annum from the date of accrual until paid, is reasonable.

17 32.

18 Said sum remains due and owing.

19 * * * * *

20 For its Third Claim for Relief as to defendant Charles A. Sides only, Superfloors alleges:

21 (Personal Guaranty -- Charles A. Sides)

22 33.

23 Plaintiff incorporates herein the allegations of paragraphs 1 through 15, inclusive, of its
24 First Claim for Relief.

1 34.

2 At the time of extension of credit and opening of account set forth heretofore and as a
3 material element of said transaction and as consideration upon which plaintiff extended such
4 credit and opened such account, defendant Charles A. Sides executed a guaranty to be personally
5 liable for and guaranteed payment of all account balances, past-due service charges and attorney
6 fees owed by Management Group to plaintiff. A true and correct copy of such guaranty is
7 attached hereto as Exhibit "2" and previously incorporated herein.

8 35.

9 Plaintiff has performed all conditions on its part to be performed.

10 36.

11 Management Group is indebted to plaintiff in the principal sum of \$17,504.89, together
12 with interest thereon at the rate of 18% per annum from January 13, 2012 until paid, together
13 with \$1,016.42 as interest accrued prior to January 13, 2012, for construction labor and materials
14 furnished to Management Group by plaintiff for use by Management Group within the State of
15 Oregon. Said sum reflects the balance owing after application of all just credits and offsets.

16 37.

17 Defendant Charles A. Sides has failed to pay said sums or any part thereof.

18 38.

19 By virtue of the terms of the Agreement, if plaintiff is the prevailing party herein,
20 plaintiff will be entitled to recover its reasonable attorney fees from defendant Charles A. Sides.

21 WHEREFORE, Superfloors prays for judgment and a decree of this Court as follows:

22 A. First Claim for Relief:

23 1. Determining that Superfloors is entitled to payment in the amount of \$17,504.89,
24

1 together with interest thereon at the rate of 18% per annum from January 13, 2012 until paid,
2 together with \$1,016.42 as interest accrued prior to January 13, 2012, and for the further sums of
3 \$36.00 as the fee for recording the Lien and \$200.00 as the cost for the title guaranty report to
4 institute this action, and for Superfloors' reasonable attorney fees and costs and disbursements
5 incurred herein;

6 2. Declaring the Lien to be a first, valid and subsisting lien against the Property and
7 the Improvement, equal in priority with all other valid and perfected construction liens and
8 superior in right to the interests of all other defendants;

9 3. Foreclosing the Lien for the above-stated sums against the Improvement and the
10 Property;

11 4. Directing the Sheriff of Marion County, Oregon to sell the Property and the
12 Improvement in the manner provided by law;

13 5. Permitting Superfloors or any other party to purchase at said sale;

14 6. Distributing the proceeds of sale first to defray the costs thereof, next to
15 Superfloors in an amount sufficient to satisfy its judgment herein, and any balance to the party or
16 person entitled thereto;

17 7. If necessary to enforcement of the Lien, providing that the Improvement may be
18 sold separately from the Property, pursuant to ORS 87.025(2); and

19 8. For such other relief as the Court deems proper.

20 B. First Count of Second Claim for Relief.

21 1. Awarding plaintiff monetary damages against defendant Management Group only
22 in the principal amount of \$17,504.89, together with interest thereon at the rate of 18% per
23 annum from January 13, 2012 until paid, together with \$1,016.42 as interest accrued prior to
24

1 January 13, 2012; and

2 2. For plaintiff's attorney fees, costs and disbursements incurred herein.

3 C. Second Count of Second Claim for Relief.

4 1. Awarding plaintiff monetary damages against defendant Management Group only
5 in the principal amount of \$17,504.89, together with interest thereon at the rate of nine percent
6 (9%) per annum from the date of accrual until paid; and

7 2. For plaintiff's costs and disbursements incurred herein.

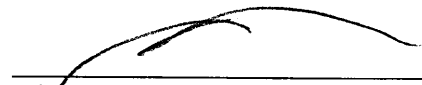
8 D. Third Claim for Relief.

9 1. Against Charles A. Sides for the principal sum of \$17,504.89, together with
10 interest thereon at the rate of 18% per annum from January 13, 2012 until paid, together with
11 \$1,016.42 as interest accrued prior to January 13, 2012, together with its reasonable attorney
12 fees, costs and disbursements incurred herein; and

13 2. For such further relief as the Court deems equitable.

14 DATED this 17 day of January, 2012.

15 MITCHELL LAW OFFICE, LLC

16
17 
18 Alan L. Mitchell, OSB #963650
19 alan@mitchell-lawoffice.com
20 Of Attorneys for Superfloors

21 Certified a True Copy:

22 Alan L. Mitchell, OSB #963650

23 **This communication is from a debt collector. This office is attempting to collect a debt.**
24 **Any information obtained will be used for that purpose.**

EXHIBIT 1

LEGAL DESCRIPTION

LOTS ONE (1), TWO (2), AND THREE (3), BLOCK SIXTY-EIGHT (68), E. E. WILD'S PROPERTY,
NORTH SALEM, MARION COUNTY, OREGON. (SEE VOLUME 2, PAGE 59, RECORD OF TOWN
PLATS FOR SAID COUNTY AND STATE.)

APN: R96120

EXHIBIT /
PAGE / OF /

SuperFloors

DBA: SuperFloors of Oregon
7244 SW Durham Road, #100 • Portland, OR 97224
phone 503.968.0100 • fax 503.968.6778
OR CCB # 189175 WA LIC # SUPER1022BK

CREDIT
APPROVED

Per Wayne
7-26-11
MS

CREDIT DEPT USE ONLY	
Approval	
Credit Limit	Date Opened

SUPERFLOORS SALES ASSOCIATE: Ted Casian

DATE: 7.25.11

CREDIT APPLICATION AGREEMENT		
COMPANY INFORMATION	BUSINESS or CORPORATE NAME <u>Management Group Oregon</u>	
	DBA	A/P CONTACT
	STREET ADDRESS <u>245 13th Street NE</u>	
	CITY/STATE/ZIP <u>Salem, OR 97301</u>	
	MAILING ADDRESS <u>PO Box 2087</u>	
	CITY/STATE/ZIP <u>Salem, OR 97308</u>	
	BUSINESS PHONE # <u>503-588-7099</u>	FAX # <u>503-588-6697</u>
	CELL/MOBILE #	
	EMAIL ADDRESS	OR CONTRACTORS LIC #
	WA CONTRACTORS LIC #	
BONDING COMPANY	BOND #	BOND AMT
TYPE OF BUSINESS <u>Real Estate Development</u>	<input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> LLC	
IN BUSINESS SINCE <u>1990</u>	<input type="checkbox"/> CO-PARTNERSHIP <input type="checkbox"/> SOLE PROPRIETOR	
PRINCIPAL OWNERS, STOCKHOLDERS, MEMBERS		
NAME <u>Charles A. Sides</u>	TITLE <u>President</u>	SSN # <u>93-1037284</u>
ADDRESS <u>2555 Hollywood Drive NE</u>	CITY/STATE/ZIP <u>Salem, OR 97305</u>	
NAME	TITLE	SSN #
ADDRESS	CITY/STATE/ZIP	
NAME	TITLE	SSN #
ADDRESS	CITY/STATE/ZIP	
TRADE REFERENCES / SUPPLIERS		
1	PHONE	FAX
2	PHONE	FAX
3	PHONE	FAX
4	PHONE	FAX
CONSTRUCTION FINANCING INFORMATION		
BANK / LENDING ENTITY	ADDRESS CITY/ST/ZIP	
PHONE #	FAX #	LOAN OFFICER

Rev 11/07

Corporate Office: 6911 South 196th Street, Kent, WA 98032 • ph 253.872.3555 - fx 253.872.6067

EXHIBIT 2
PAGE 1 OF 2

TERMS & CONDITIONS

PAYMENT TERMS: Net 10th Prox – payment in full of all invoices by 10th of following month.

All sales will be C.O.D. until credit application is approved. SuperFloors may apply payments at its sole discretion unless Applicant clearly indicates how payments are to be applied. If any amount is not paid when due, SuperFloors, may at its option: place the account on a cash basis, terminate any unfulfilled orders or discontinue any deliveries until all accounts are brought current. After the work has been completed the Applicant may prepare a written list of work that the Applicant believes should be completed or corrected. There should be only one punch list of work, identifying work to be completed or corrected. SuperFloors is obligated to correct all work stated on the punch list to industry standards. Applicant cannot contract with any alternate contractor for the performance or completion of the work, nor claim a credit or back charge for the cost of completing any item stated on the written punch list. SuperFloors shall have first been given reasonable notice and opportunity to correct the work stated on the punch list. If the Applicant does contract with an alternate contractor to perform the pick up work or otherwise complete the project, or if the Applicant/Homeowner uses or occupies the space or works in the space where SuperFloors performed work, the Applicant then agrees to accept all work "as is" and thereby waives any claim against SuperFloors. Clean-up backcharges will not be allowed unless written notification is submitted to SuperFloors and 72 hours allowed to perform applicable clean-up. Applicant agrees that no backcharges or claims are allowed for project delay. In the event of default hereunder, SuperFloors is authorized to enter the premises where any unpaid products may be found and take possession of said products.

Applicant agrees that overdue account will be subject to a late charge of 1½% of the unpaid balance per month, which charge shall be added to the balance and be subject to subsequent late charges. If a collection agency and/or an attorney are retained to collect overdue payments, Applicant agrees to pay all costs of collection including attorney's fees and court costs whether or not suit is initiated. Applicant hereby gives SuperFloors permission to inquire about financial and related matters at Applicant's bank, bonding company, construction lender or inquire with trade references, and authorizes such firms to respond and provide information to inquiry. The signing of the agreement shall constitute authorization to SuperFloors to utilize Experian for the purpose of ordering applicable credit reports including consumer credit reports. Applicant understands and agrees to SuperFloors free exchange of information in applicable trade groups.

This agreement will apply to every sale of materials and/or furnishing of services by SuperFloors to Applicant hereafter; provided, that this instrument will not be construed as an agreement by SuperFloors to furnish any particular goods and services; provided, further that SuperFloors may cancel this agreement, at any time without notice, but only as to transaction and agreement subsequent to said notice. If your application for business credit is denied or there is a denial of a request for increase in credit limit, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact the SuperFloors Credit Department within 60 days from the date you are notified of our decision. SuperFloors will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement. Completion of flooring installation pursuant to this Agreement shall constitute acceptance of price and terms shown on invoice. All price quotations are subject to change without notice. If there is any change in Applicant's business structure then the Applicant may have to reapply for credit with SuperFloors.

Charles A. Sides
Printed Name

[Signature]
Signature

President
Title

7/25/11
Date

INDIVIDUAL GUARANTEE(S) (TO BE SIGNED BY ALL PRINCIPALS OF COMPANY)

THIS GUARANTEE IS MADE BY THE UNDERSIGNED TO SUPERFLOORS, IN ORDER TO INDUCE IT TO EXTEND CREDIT WITH RESPECT TO SALES OF GOODS MADE BY SUPERFLOORS TO APPLICANT. EXTENSION OF CREDIT AND/OR AMOUNT OF CREDIT LIMIT COULD BE ADVERSELY AFFECTED IF PERSONAL GUARANTEE IS NOT SIGNED.

The undersigned hereby guarantees the prompt payment when due or upon demand thereafter, of the full amount of obligations and indebtedness due SuperFloors, from Applicant, together with all late charges, interest at 1½% per month, expenses of collection and reasonable attorney's fees incurred by you by reason of default of Applicant. This is a continuing guarantee and shall remain in force until revoked by notice in writing, but such revocation shall be effective only as to claims of Applicant which arise out of transactions entered into after receipt of such notice. The obligation is a primary and unconditional obligation, and covers all existing and future indebtedness of the Applicant to SuperFloors. This obligation shall be enforceable before or after proceeding against the Applicant and shall be binding upon the undersigned, his heirs and assigns. Any reference to a corporate title shall be for reference purposes only and it is understood that this guarantee is intended to be personally and corporately binding.

[Signature]
Signature

President
Title

7/25/11
Date

Signature

Title

Date

Signature

Title

Date

Reel
3324Page
273**CLAIM OF CONSTRUCTION LIEN**

Superfloors Inc.
7244 SW Durham Road
Portland, OR 97224

Lien Claimant's Name and Address

A L Manna Enterprises LLC
2616 NE Aurora Drive
Hillsboro, OR 97124-4337

Owner's Name and Address

After recording, return to:
RoHillco Business Services, LLC
15450 SW Boones Ferry Rd. #9-500
Lake Oswego, OR 97035

Superfloors Inc., hereinafter claimant, has transported or furnished materials or performed labor under a contract between claimant and Management Group of Oregon, who was the General Contractor in charge of the construction of that certain improvement known as "1687 Summer Street NE, Salem" situated upon certain land in the County of Marion, State of Oregon, which is the site of the improvement, described as follows:

Wild, E E Property North Salem, Block 68, Lot 1-3, Acres 0.46, Tract 110 and as further described in the document records at Marion County within the instrument found on reel 2516 and on page 107.

The address of the improvement is (if unknown, so state): 1687 Summer Street NE, Salem.
The Name of the owner(s) or reputed owner(s) of the land and improvement are A L Manna Enterprises LLC. The name of the person who employed claimant, or to whom labor, materials, and/or equipment were furnished is Management Group of Oregon.

The person(s) just named, at all times herein mentioned, and had knowledge of the construction. Claimant commenced performance of the contract on July 26, 2011 provided and furnished all materials, labor and equipment required by the contract and actually used in the construction of the improvement, and fully completed the contract on August 3, 2011 after which claimant ceased to transport or furnish labor, equipment and/or materials for the improvement.

A Notice of the Right to a Lien in the form required by ORS 87.023 was sent by registered or certified mail to the owner on August 5, 2011. This lien covers only those materials provided after a date which is eight days, not including Saturdays, Sundays and other holidays, as defined in ORS 187.010, before the Notice of the Right to a Lien was delivered or mailed.

The following is a true statement of claimant's demand after deducting all just credits and offsets:

Materials	12,567.54
Labor	4,937.35
Other Finance Charge through October 11, 2011	0
Document preparation	210.00
Recording fees	67.00
Total	17,781.89
Less all just credits and offsets	0
Balance due claimant	<u>\$17,781.89</u>

EXHIBIT

3

PAGE

1 OF 3

2

Claimant claims a lien for the amount last stated upon the improvement and upon the site, together with the land that may be required for the convenient use and occupation of the improvement constructed on the site, to be determined by the court at the time of the foreclosure of this lien.

In construing this instrument, the singular pronoun includes the plural, as the circumstances require.

Dated October 11, 2011

X [Signature]

By: Michael D. Hillier for Superfloors Inc., Claimant

STATE OF OREGON, (County of Clackamas) ss.

I, Michael D. Hillier, being first duly sworn, depose and say: I am the Agent for the claimant named in the foregoing instrument. I have knowledge of the facts set forth therein. All statements made in this instrument are true and correct as I verily believe.

X [Signature]

By: Michael D. Hillier, Agent

This instrument was acknowledged before me on October 11, 2011
By Michael D. Hillier, Agent for Superfloors Inc.

[Signature]
Notary Public for Oregon
My commission expires Sept. 26, 2013



2

EXHIBIT 3
PAGE 2 OF 3